

1 BILL NO. S-81-11-³⁹

2 SPECIAL ORDINANCE NO. S-²⁶⁴⁻⁸¹

3 AN ORDINANCE approving an agreement for
4 Engineering Agreement Project M-F 56B (2)
5 between the City of Fort Wayne, Indiana
6 and Ronald L. Bonar and Associates, Inc.
7 for State Boulevard.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
9 OF FORT WAYNE, INDIANA:

10 SECTION 1: That a certain agreement, dated
11 November 12, 1981, between the City of Fort Wayne, Indiana
12 by and through its Mayor and the Board of Public Works, and
13 Ronald L. Bonar & Associates, Inc. for:

14 the widening and reconstruction of
15 State Boulevard. In the City of
16 Fort Wayne from Reed Road (F696)
17 east 10,400 feet to a point 250
18 feet east of Lahmeyer Road including
19 the design of a bridge over the Pierson
20 Ditch, the design and modernization of
21 6 traffic signals and street lighting,

22 under the Board of Public Works Engineering Agreement Project
23 M-F 56B (2), at a total cost of \$234,270.50, all as more
24 particularly set forth in said agreement which is on file in
25 the office of the Board of Public Works and is by reference
26 incorporated herein and made a part hereof, be and the same
27 is in all things hereby ratified, confirmed and approved.

28 SECTION 2: That this Ordinance shall be in full
29 force and effect from and after its passage and approval by the
30 Mayor.

31 
32 COUNCILMAN

33 APPROVED AS TO FORM AND
34 LEGALITY NOVEMBER 20, 1981

35 
36 BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Lewis, seconded by Lewis, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, the _____ day of _____, at _____ o'clock _____ M., E.S.T.

DATE: 11-24-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Lewis, seconded by Lewis, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>X</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 12-8-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 8-264-81 on the 8th day of December, 1981.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of December, 1981, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 9th day of Dec, 1981, at the hour of 4 o'clock P M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-11-39

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving an agreement for Engineering Agreement Project M-F
56B (2) between the City of Fort Wayne, Indiana and Ronald L. Bonar
and Associates, Inc. for State Boulevard

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

JAMES S. STIER

MARK E. GiaQUINTA

DONALD J. SCHMIDT

12-8-81
CONCURRED IN

DATE _____ CITY CLERK

ENGINEERING AGREEMENT

BOARD OF PUBLIC WORKS

FORT WAYNE, INDIANA

AND

RONALD L. BONAR & ASSOCIATES, INC.

WIDENING & RECONSTRUCTION OF

STATE BOULEVARD F-568 from Reed Road east 10,400 feet to
a point 250 feet east of Lahmeyer Road

Proj M-F 568(2)

AGREEMENT

THIS AGREEMENT entered into this 17th day of June, 1981,
by and between the City of Fort Wayne, Indiana, acting by and through its
Board of Public Works, City-County Building, Fort Wayne, Indiana, hereinafter
referred to as "CITY", and Ronald L. Bonar & Associates, Inc., an Indiana Corpor-
ation providing engineering, land surveying and planning services, hereinafter
referred to as "ENGINEER".

The term "Engineer" in this Agreement shall mean the official name and
qualified officers of Ronald L. Bonar & Associates, Inc.

Name of Consulting Engineer: Ronald L. Bonar & Associates, Inc.

Officer: Ronald L. Bonar, President

Office Address: 616 South Harrison Street
Fort Wayne, Indiana 46802

WITNESSETH:

WHEREAS, the CITY desires to contract for the engineering services required
in the development of contract plans, specifications, and estimates for
the project hereinafter described, and

WHEREAS, the ENGINEER has expressed a willingness to provide the services
required in the development of the plans, specifications, and estimates.

NOW, THEREFORE, the parties hereto agree that said ENGINEER shall provide
the services and documents hereinbefore and hereinafter described in relation
to the following described project:

Description of Project

STATE BOULEVARD F-568 (2)

Widening and reconstruction of State Boulevard (F-568) in the City of Fort
Wayne from Reed Road (F696) east 10,400 feet to a point 250 feet east of Lahmeyer
Road including the design of a bridge over the Pierson Ditch, the design and
modernization of 6 traffic signals and street lighting.

The above street is hereinafter referred to as the "Project".

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE 1. SERVICES BY THE ENGINEER

1.1 General

- 1.1.1 The ENGINEER will serve as the CITY's professional engineering representative in those phases of the Project to which this Agreement applies, and will give consultation and advice to the CITY during the performance of his services.
- 1.1.2 The ENGINEER agrees to attend such conferences with representatives of the CITY, INDIANA STATE HIGHWAY COMMISSION (hereinafter referred to as ISHC), FEDERAL HIGHWAY ADMINISTRATION (hereinafter referred to as FHWA) and other interested agencies as may be required in connection with the work.
- 1.1.3 The ENGINEER will assist CITY in preparation of all the appropriate application documents required to develop the Project for the use of federal-aid funds, and shall advise the CITY of its responsibilities in certifying and submitting said documents and correspondence to the appropriate government agencies.

1.2 Preliminary Design Phase

During the Preliminary Design Phase, the ENGINEER will:

- 1.2.1 Consult with the CITY to determine the CITY'S requirements for the Project.
- 1.2.2 Complete the field survey work required, including profile, cross sections, and any other data which would be necessary to prepare the base plans as provided for herein.
- 1.2.3 The ENGINEER will make or cause to be made a complete roadway soil survey in accordance with Exhibit "C" "Requirements for Roadway Soils Survey and Foundation Exploration Borings" dated November 21, 1966, a copy of which is on file with the ISHC, and same is incorporated herein by reference only and is made a part hereof. The ENGINEER will make or cause to be made the necessary borings and subsurface explorations and the analysis thereof in connection with all structure work. Prior to making the borings, the ENGINEER shall submit boring specifications and boring locations and sketches for each structure for approval of the CITY. Borings shall extend sufficiently in depth to obtain characteristics data for the proper design of the foundation. Borings shall be of the split spoon type as specified in Section D, Borings and Sampling, of Exhibit "C". In the event more extensive boring, sampling, and testing is needed, an extra work agreement will be executed to pay for the additional work. The following items of work are in addition to those set out in Exhibit "C" (any work performed under Items 2 below will be paid for separately in accordance with those items and is not included in the Item, "Soils Report".)

1. Additional laboratory testing

- (a) pH Test

This work shall consist of performing the pH test in

accordance with ASTM D 2976 using only distilled water. When the test is performed on moderate to non-organic material, sample size should be 20 grams of material passing the No. 4 sieve. The samples shall be prepared in accordance with ASSHO T 87.

2. Engineering items which work shall include review and correlation of various test results. Payment will be made at the unit price per each for each analysis authorized and actually performed.

(a) Bridge Foundations Soil Analysis and Recommendations.

This work shall consist of bridge foundation analysis and recommendations where requested by the CITY.

(b) Embankment Settlement Analysis

This work shall consist of performing settlement analysis at a specified cross-section. The ENGINEER shall furnish computed total settlement and a plot of a percent total estimated Settlement Vs. Time assuming the most likely drainage conditions. The quantity of one (1) will be paid for each cross-section analyzed.

(c) Sliding Block Slope Stability Analysis

This work shall consist of making Sliding Block Slope Stability Analysis at locations determined by the CITY to analyze proposed or existing conditions. One (1) analysis will be authorized for payment per location for this work.

Additional analyses will be authorized for each corrective measure to be analyzed as requested by the CITY. A Stage

Construction Alternate will be considered as one (1) additional analysis regardless of the number of stages analyzed.

(d) Rotational Slope Stability Analysis

This work shall consist of making Rotational Slope Stability Analysis at locations determined by the CITY to analyze proposed or existing conditions. One (1) analysis will be authorized for payment per location for this work. Additional analyses will be authorized for each corrective measure to be analyzed as requested by the CITY. A Stage Construction alternate will be considered as one (1) additional analysis regardless of the number of stages analyzed.

3. Resident Soils Engineer

This work shall consist of furnishing a qualified soils engineer for field work for all time in excess of one day per week per rig for the duration of the field work. The payment will be made at the price per day (24 hours), which payment shall include costs for travel and living expense at the site.

- 1.2.4 Prepare an early submittal to the CITY, ISHC and FHWA indicating in horizontal plan only the proposed centerline location for the Project, along with sketch plans indicating proposed typical cross sections.
- 1.2.5 Once the CITY, ISHC and FHWA has approved the sketch plans in sub-article 1.2.4, the ENGINEER will prepare preliminary plans and preliminary estimates of cost, all in accordance with the acceptable standards for such work and in accordance with the acceptable 1978 Standard Specifications of the ISHC, except as modified by Supplementary

Specifications and Special Provisions, if any, and shall be accurate and complete as required to meet the requirements for

use at the Combined Location-Design Public Hearing and as required as a basis for the making of final contract plans for the work involved in the Project.

- 1.2.6 Obtain from others the preliminary abstracting required to determine the owners of record of all lands and parcels adjacent to the Project centerline, including the property descriptions of same.
- 1.2.7 Prepare the necessary right-of-way maps in conformance with the requirements of ISHC Exhibit "D", entitled Requirements for Right-of-Way Plats No. 3. A copy of Exhibit "D" is on file with the ISHC, and the same is incorporated herein by reference only.
- 1.2.8 Prepare the draft Combined Location-Design Study Report, which must be available at the Combined Location-Design Public Hearing.
- 1.2.9 Prepare Final Combined Location-Design Study Report which must be approved prior to Combined Location-Design Approval.

1.3 FINAL DESIGN PHASE

Following the Combined Location-Design Approval by the CITY, ISHC and FHWA the ENGINEER will:

- 1.3.1 Prepare right-of-way plans as outlined in Part 9 of Volume II of the Road Design Manual for the Indiana State Highway Commission.
- 1.3.2 Prepare final contract plans, special provisions for the specifications and final cost estimates for the Project. The estimate of construction costs shall be prepared according to the current practices of the ISHC and shall include all items of work required for the complete construction of the work, including all temporary work in connection therewith. The unit prices to be used shall be in accordance with the methods used by the ISHC.

ARTICLE 2. SCHEDULE

The ENGINEER, under this Agreement, shall begin work immediately upon receipt of Notice To Proceed from the CITY, and shall deliver the work to the CITY according to the following schedules.

2.1 Roadway & Bridge

- 2.1.1 The pre-preliminary plans, as described in subarticle 1.2.4 will be completed and submitted for review by the CITY within Ninety (90) calendar days after the date of Notice to Proceed with the design.
- 2.1.2 The Preliminary Plans as required for use in the Combined Location-Design Public Hearing and as described in subarticle 1.2.5 will be completed within One Hundred Twenty (120) calendar days from the approval of the pre-preliminary plans by the CITY, exclusive of review time by the CITY, ISHC or other governmental agency.
- 2.1.3 Right-of-way plans as described in Subarticle 1.3.1 will be completed within Sixty (60) calendar days after notification that the Combined Location-Design Approval requirements have been met, exclusive of review time by the CITY and ISHC.
- 2.1.4 Final contract plans, special provisions and final cost estimates as described in subarticle 1.3.2, will be completed within Ninety (90) calendar days after notification that the Combined Location-Design approval requirements have been met, exclusive of review time by the CITY and ISHC.

ARTICLE 3. OBLIGATIONS OF CITY TO ENGINEER

The CITY will:

- 3.1 Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the Project, including previous reports,

- construction drawings and any other data relative to design and construction of the Project.
- 3.2 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this Agreement.
- 3.3 Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by the ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- 3.4 Provide all legal services as may be required for the development of the Project.
- 3.5 Appoint one individual to act as their contact person and clearinghouse in working with the ENGINEER on the Project, and this person shall have full authority on behalf of the CITY to make decisions and give direction to the ENGINEER.
- 3.6 Keep a record of all major decisions relating to the Project, provide transportation network models through NIRCC or other sources, provide present street counts for the corridor and related streets, provide information on existing physical features including right-of-way widths, major utilities, etc., and give prompt review and comment on the submittals of the ENGINEER.
- 3.7 Provide project Environmental Assessment through other contracts.

ARTICLE 4. ADDITIONAL SERVICES

- 4.1 The services indicated and described in this Section are not included

as part of the work provided for in this Agreement and are not covered by the prime compensation provided for herein. If any or all of the services described in this Section are required for the development of this Project, they will be classified as Additional Work and will be either provided by the CITY, or if authorized by the CITY, will be provided by the ENGINEER, who will be compensated for same according to the provisions of subarticle 5.1.4.

- 4.1.1 Field surveys to determine property lines, boundary lines, right-of-way lines, easement lines, land section lines, and the related office plotting of notes, computations, descriptions and drafting.
- 4.1.2 Those right-of-way services not included as part of the basic services provided for herein, including:
 - A. Appraisals
 - B. Review Appraisals
 - C. Negotiations
 - D. Relocation
 - E. Title Reports
 - F. Legal Descriptions
 - G. Right-of-way Stake-Outs
- 4.1.3 Any services required of the ENGINEER during the construction phase of the Project, including surveys, stake-outs, inspection, reporting of construction operations for compliance with plans and specifications, checking shop drawings, testing materials to be incorporated into the construction, and the preparation of progress estimates and final estimates; except for consultation as set out in subarticle 1.1.2.

ARTICLE 5. AMOUNT OF PAYMENT

- 5.1 The ENGINEER shall receive as payment for the work performed under

this Agreement, a total fee not to exceed Two Hundred Thirty-Four Thousand, Two Hundred Seventy Dollars and Fifty Cents (\$234,270.50) unless a modification of the Agreement is approved in writing by the CITY, ISHC and FHWA.

- 5.1.1 For those professional services provided for in subarticle 1.1, 1.2, and 1.3, excluding subarticle 1.2.3 which provides for soil exploration and analysis, the ENGINEER will be paid the lump sum fee of Two Hundred Twenty-Eight Thousand, Six Hundred Fifty-Nine Dollars (\$228,659.00).
- 5.1.2 The ENGINEER shall receive as payment for the work performed under the provisions of subarticle 1.2.3 relating to the soils exploration and analysis for the roadway, an amount determined by multiplying the indicated cost per unit times the actual unit of work performed. The required borings and samplings as set out in subarticle 1.2.3 will be paid for according to the following items:

TO: Ronald L. Bonar & Associates, Inc.
616 South Harrison Street
Fort Wayne, Indiana 46802

Submitted by: Leroy D. Graves; P.E.

Borings and Sampling, as set out herein, will be paid for each

of the following items:

		Qty.		Unit Price	Total
(a) Hand borings		50	Lft @	6.00	300.00
(b) Truck mounted borings		0	Lft @	6.50	0
(c) Skid mounted borings.		0	Lft @	8.50	0
(d) Truck mounted borings with split spoon sampling	Rd.	200	Lft @	8.00	1,600.00
	Br.	80		8.00	640.00
(e) Skid mounted borings with split spoon sampling	Rd.	0	Lft @	11.00	0
	Br.	0		11.00	0
(f) Truck mounted rock core borings	Rd.	0	Lft @	12.00	0
	Br.	0		12.00	0
(g) Skid mounted rock core borings	Rd.	0	Lft @	15.00	0
	Br.	0		15.00	0
(h) Soundings		50	Lft @	4.00	200.00
(i) Casing		0	Lft @	4.00	0
(j) Bag Samples		2	Ea @	20.00	40.00
(k) 2-inch undisturbed samples		0	Ea @	15.00	0
(l) 3-inch undisturbed samples		0	Ea @	19.00	0

	Qty.		Unit Price	Total
(m) 3-inch undisturbed samples with stationary piston sampler	0	Ea @	39.00	0
(n) Additional split spoon samples	0	Ea @	8.10	0
(o) Floating equipment for machine borings	Rd. 0	LS @	1200.00	0
	Br. 0		1200.00	0
(p) Floating equipment for hand borings	0	LS @	110.00	0
(q) Remobilization	0	Ea @	250.00	0

Laboratory testing, as set out herein, shall be paid for each

of the following items:

(1) Grain Size Analysis	10	Ea @	25.00	250.00
(2) Liquid Limit	10	Ea @	12.50	125.00
(3) Plastic Limit	10	Ea @	8.15	81.50
(4) Shrinkage Limit	0	Ea @	11.55	0
(5) Standard Moisture- Density Relation	1	Ea @	55.00	55.00
(6) C. B. R. Test	1	Ea @	195.00	195.00
(7) Natural Moisture Content	10	Ea @	3.00	30.00
(8) Natural Density	0	Ea @	6.60	0
(9) Consolidation Test	0	Ea @	155.00	0
(10) Unconfined Compression Test	0	Ea @	16.00	0
(11) Unconsolidated, undrained Triaxial Test	0	Ea @	155.00	0

	Qty.		Unit Price	Total
(12) Consolidated, undrained Triaxial Test	0	Ea	@ 170.00	0
(13) Consolidated, drained Triaxial Test	0	Ea	@ 320.00	0
(14) Pore pressure measurements for Triaxial Test	0	Ea	@ 125.00	0
(15) Loss on Ignition	5	Ea	@ 8.00	40.00
(15a) pH Tests	10	Ea	@ 3.50	35.00
(16) Soils Report	1	LS	@ 1,500.00	1,500.00
(17) Bridge Foundations soil analysis & recommendations	0	Ea	@ 465.00	0
(18) Embankment Settlement Analysis	0	Ea	@ 450.00	0
(19) Sliding block, slope stability analysis				
(a) $\phi = 0$ Analysis	0	Ea	@ 210.00	0
(b) $C = 0$ or C & ϕ Analysis	0	Ea	@ 365.00	0
(c) Corrective measures	0	Ea	@ 425.00	0
(d) Stage construction corrective method	0	Ea	@ 600.00	0
(20) Rotational slope stability analysis				
(a) $\phi = 0$ Analysis	0	Ea	@ 325.00	0
(b) $C = 0$ or C & ϕ Analysis	0	Ea	@ 455.00	0
(c) Corrective measures	0	Ea	@ 425.00	0
(d) Stage construction method	0	Ea	@ 765.00	0
(21) Resident Soils Engineer	2	Day	@ 240.00	480.00

The amount of \$5,611.50 determined in this subarticle is an estimate of the cost which the ENGINEER will incur in fulfilling the requirements of subarticle 1.2.3. The final amount will be adjusted according to the actual units of work performed, however, the fee for this work will not exceed \$5,611.50, unless a modification of the Agreement is approved in writing by the CITY, ISHC and FHWA.

5.1.3 For any additional services as described and provided for in Article 4, the ENGINEER and CITY will enter into a Supplemental Agreement, subject to review and approval of the ISHC and FHWA. Said Agreement shall specify the amount and method of compensation for the indicated service.

5.1.4 For preparing to serve and for serving as an expert witness in a court of law, the ENGINEER will be paid at the rate of \$250.00 per day.

5.1.5 The cost principles contained in 41 CFR, Subpart 1-15.2, as modified by Subpart 1-15.102 shall be adhered to for work under this Agreement.

ARTICLE 6. METHOD OF PAYMENT

6.1 Progress payments shall be made to the ENGINEER in proportion to services completed. Payments for services completed shall be based upon an invoice and claim voucher submitted by the ENGINEER to the CITY not more often than once per month.

6.2 The following percentages of the total fee specified in subarticle 5.1.1 for basic services, shall apply at the completion of the indicated phase of work:

Subarticle 1.2 60%

Subarticle 1.3 100%

6.3 The ENGINEER shall submit an invoice to the CITY following the

completion of the soils work provided for in subarticles 1,2,3 and 5.1.2. The invoice shall represent the total amount due and payable to the ENGINEER for the fully completed soils work.

- 6.4 Five percent (5%) of the invoiced amount will be retained until final payment.

ARTICLE 7. CHANGES IN THE WORK

- 7.1 In the event the CITY requires a major change in the scope, character or complexity of the work after the work has progressed as directed by the CITY, adjustments in compensation to the ENGINEER and in time for performance of the work as modified shall be determined through negotiations between the CITY and the ENGINEER in the exercise of their honest and reasonable judgment, and the ENGINEER shall not commence the additional work or the change in the scope of the work until authorized in writing by the CITY.

ARTICLE 8. SUBLETTING AND ASSIGNMENT OF CONTRACT

- 8.1 It is hereby specified by the ENGINEER that the following firm will be retained by the ENGINEER to provide the specialized services indicated:

Soil Investigation - Shilts, Graves & Associates, Inc.
1119 South Bend Avenue
South Bend, Indiana 46617

- 8.2 With the exception of the firm listed above, no portion of the contract shall be sublet, assigned or otherwise disposed of, without the written consent of the CITY. Consent to sublet, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of the contract.

ARTICLE 9. EMPLOYMENT

- 9.1 Appendix "A" covering Dept. of Transportation Regulations on Nondiscrimination and attached to this Agreement is to be considered an integral part hereto and is to be complied with by the ENGINEER on this Project.

- 9.2 The ENGINEER shall not engage, on full or part-time or other basis during the period of the contract, any professional or technical personnel who are or have been, at any time during the period of the contract, an employee of the FHWA or the highway organization of any State, County or City except regularly retired employees, without the written consent of the public employer of such person.
- 9.3 The ENGINEER and his sublessee, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

ARTICLE 10. COVENANT AGAINST CONTINGENT FEES

- 10.1 The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 11. COMPLIANCE WITH STATE AND OTHER LAWS

- 11.1 The ENGINEER specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal and Local Statutes, Ordinances, and Regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

ARTICLE 12. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

- 12.1 The ENGINEER shall be responsible for all damage of life and property due to activities of the ENGINEER, his subcontractors, agents or employees in connection with such services, and shall be responsible for all parts of his work, both temporary and permanent, until the services under this Agreement are declared accepted by the CITY. It is expressly understood that the ENGINEER shall indemnify and save harmless the State of Indiana and the City of Wabash from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the services of the ENGINEER under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage, hereinafter provided.
- 12.2 The ENGINEER shall be responsible for keeping the CITY currently advised as to the status of any claims made for damages, occurring from entering upon private property, against the ENGINEER resulting from services performed under this Agreement. Upon completion of the field work by the ENGINEER, the CITY is to be so advised as to the status of claims even though no claims for damages occurred.

ARTICLE 13. WORKMEN'S COMPENSATION AND LIABILITY INSURANCE

- 13.1 The ENGINEER agrees to procure and maintain at his expense and without expense to the CITY until final payment by the CITY for the

services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana, covering all operations under this Contract, whether performed by him or by his sub-contractors. Before commencing the work, the ENGINEER shall furnish to the CITY a certificate or certificates, in form satisfactory to the CITY, showing that he has complied with this paragraph, which certificate or certificates shall provide that the policies shall not be changed or cancelled until ten (10) days' written notice has been given to the CITY.

* The kinds and amounts of insurance required are as follows:

- A. Policy covering the obligations of the ENGINEER in accordance with the provisions of the Workmen's Compensation Law. This Agreement shall be void and of no effect unless the ENGINEER procures such policy and maintains it until acceptance of the work.
- B. Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owner's or Contractor's Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified, each with Bodily Injury Limits of Liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property.
- C. Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

ARTICLE 14. DELAYS AND EXTENSIONS

- 14.1 The ENGINEER agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays and hindrances, if any, shall be com-

pensated for by an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the ENGINEER to proceed to complete any services, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the CITY of any of its rights herein.

ARTICLE 15. ABANDONMENT AND TERMINATION

The CITY reserves the right to terminate or suspend this Agreement upon written notice.

- 15.1 If the CITY shall abandon the services herein mentioned, the ENGINEER shall deliver to the CITY all data and reports completed or partially completed, and these shall become the property of the CITY. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the ENGINEER to the date of the abandonment and which estimate shall be mutually agreed upon by the CITY and the ENGINEER. The payment as made to the ENGINEER shall be paid as a final payment in full settlement for his services hereunder.
- 15.2 If at any time the ENGINEER shall abandon or delay the preparation and completion of plans and specifications beyond the several times hereinbefore specified, or beyond such further extension or extensions of time as agreed upon, the CITY shall give notice, as herein provided, for such delay or abandonment, and, if the ENGINEER shall not, within twenty (20) calendar days thereafter, have complied with the requirements of this contract, then the CITY shall have power to terminate this contract by a second written notice, either mailed or delivered personally to the ENGINEER. Upon the mailing or delivery of such second notice, this contract shall cease and terminate, and

the CITY may by any method it deems to be necessary, designate and employ other engineers by contract or otherwise, to perform and complete the services herein described.

- 15.3 In case the CITY shall act under the last preceding paragraph, then, and in such event, all work completed to date pertaining to the Project, prepared under the terms or in fulfillment of this Agreement shall be delivered within twenty (20) days to the CITY. In the event of the failure by the ENGINEER to make such delivery upon demand, then and in that event, the ENGINEER shall pay to the CITY any damages the CITY may sustain by reasons thereof.

ARTICLE 16. OWNERSHIP OF DOCUMENTS

- 16.1 All documents, including tracings, drawings, estimates, specifications, field notes, investigations, studies, reports, etc., as instruments of service, are to be the property of the CITY. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents, herein enumerated, while they are in his possession and any such loss or damage shall be restored at his expense. Full access to the work during the preparation of the plans shall be available to the CITY and other public agencies interested in this work.
- 16.2 Upon completion and final approval of the work by the CITY, the ENGINEER shall deliver to the CITY all documents and reports which shall become the property of the CITY.

ARTICLE 17. SUCCESSORS AND ASSIGNEES

- 17.1 The CITY, insofar as authorized by law, binds itself and its successors, and the ENGINEER binds his successors, executors, administrators, and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such

other party, as the case may be, insofar as authorized by law, in respect to all covenants of this Agreement. Except as above set forth, neither the CITY nor the ENGINEER shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

ARTICLE 18. ACCESS TO RECORDS

18.1 The ENGINEER and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the CITY, Indiana State Highway Commission, Federal Highway Administration or any other authorized representative of the Federal Government and copies thereof shall be furnished if requested.

ARTICLE 19. PROGRESS REPORTS

19.1 The ENGINEER will submit a monthly Progress Report to the CITY by the tenth of each month. The report shall consist of a Progress Chart with the initial schedule on which shall be superimposed the current status of the work. The Progress Chart shall show the scheduled periods for each of the elements into which the ENGINEER'S work is divided and the percent that each element of work is of the whole.

ARTICLE 20. M.B.E. PROVISIONS

During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest, shall comply with Minority Business Enterprise Requirements as follows:

- 20.1 Policy - It is the policy of the CITY and the U.S. Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Agreement.
- 20.2 MBE Obligation - The ENGINEER agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
- 20.3 Failure to carry out these requirements shall constitute a breach of contract and, after notification of the CITY, may result in termination of the Agreement by the CITY or such remedy as the CITY deems appropriate.
- 20.4 The ENGINEER shall notify the Indiana State Highway Commission when subcontracts are made with minority business enterprises. The information submitted shall include the name of the business, the dollar amount of the transaction, and the type of service.

IN TESTIMONY WHEREOF, the parties hereto have executed this

Agreement.

ENGINEER
RONALD L. BONAR & ASSOCIATES, INC.

By Ronald L. Bonar
Ronald L. Bonar, President

ATTEST:

Michael R. Lihl

CITY
CITY OF FORT WAYNE, INDIANA
By its BOARD OF PUBLIC WORKS

Deity R. Collins
Ruben Anderson Stalen

ATTEST:

Sander E. Kennedy

APPROVED AS TO LEGALITY
AND FORM:

Richard O. Miller
Attorney for City of Fort Wayne

ACKNOWLEDGMENT

STATE OF INDIANA)
 SS:
 COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Ronald L. Bonar, President of Ronald L. Bonar & Associates, Inc., who acknowledged the execution of the foregoing Contract on this 17th day of June, 1981, and who acknowledged and stated that he is the party authorized by the said corporation to execute the foregoing Contract.

Witness my hand and seal the said last named date.

Rita A. Stier
 Rita A. Stier, Notary Public
 A Resident of Allen County, Indiana

My Commission Expires:

6-18-85

ACKNOWLEDGMENT

STATE OF INDIANA)
 SS:
 COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Roberta Anderson Stinson
and Betty R. Collins
 constituting the Board of Public Works of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing Contract on this 17th day of June, 1981.

Witness my hand and seal the said last named date.

Sandra E. Kennedy
 SANDRA E. Kennedy, Notary Public
 A Resident of Allen County, Indiana

My Commission Expires:

3-5-84

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

The undersigned, being duly sworn on oath says, that he is the contracting party, or, that he is the representative, agent, member, or officer of the contracting party; that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he has not received or paid any sum of money or other consideration for the execution of the annexed agreement other than that which appears upon the face of the agreement.

Ronald L. Bonar

Ronald L. Bonar, President

Subscribed and sworn to before me, this 17th day of June,
1981.

Rita A. Stier

Rita A. Stier, Notary Public
A Resident of Allen County, Indiana

My Commission Expires:

6-18-85

CERTIFICATION OF ENGINEER

I hereby certify that I am the President and duly authorized representative of the firm of Ronald L. Bonar & Associates, Inc., whose address is 616 South Harrison Street, Fort Wayne, Indiana 46802, and that neither I, nor the above firm I here represent, has:

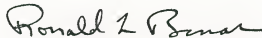
- a. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement,
- b. agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

I further certify that no employee, officer, agent, partner, or any member of their immediate families of this firm are employed or retained either full or part-time, in any manner by the City; except as here expressly stated. Our firm currently has a contract with the City for engineering services on the design of the Bluffton Road reconstruction project.

I acknowledge that this certificate is to be furnished to the Indiana State Highway Commission and the Federal Highway Administration, Department of Transportation in connection with this Agreement involving participation of Federal-Aid Highway Funds and is subject to applicable State and Federal laws, both criminal and civil.

6-24-81

Date



Ronald L. Bonar, President

CERTIFICATE OF CITY

I hereby certify that ^{we are} ~~I am~~ members of the Board of Public Works of the City of Fort Wayne, Indiana, and that the above consultant or his representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this contract to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind.

I further certify that no employee, officer, agent, partner, or any member of their immediate families of the Engineer is employed or retained, either full or part-time, in any manner by the City; except as here expressly stated: Bonar & Associates, Inc., currently has a contract with the City for engineering services on the design of the Bluffton Road reconstruction project.

I acknowledge that this certificate is to be furnished to the Indiana State Highway Commission and the Federal Highway Administration, Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

6-17-81

Date

Robert Anderson White
Betty A. Collins

Board of Public Works

CERTIFICATION
PARTICIPATION BY MINORITY CONSULTANTS

1. The Consultant agrees to carry out his MBE policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Agreement. As used in this Agreement, the term "minority business enterprise" means a small business that is both owned and controlled by minorities or women. This means that minorities or women own at least fifty-one percent (51%) of the business and that they must control the management and daily operations of the business. Minorities include Blacks, Hispanics, American Indians-Alaskan Natives, and Asian Americans. Also included are members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended. For this purpose, minorities are limited to persons who are citizens or lawful permanent residents of the United States. Status of MBE must be verified by the State prior to approval.

2. The Consultant must execute the following certification which will be deemed a part of this Agreement, to-wit:

(a) Do you intend to subcontract a portion of the work?

Yes _____ No X

If answer to above is yes, you are required to take affirmative action to seek out and consider minority business enterprises as potential subcontractors prior to any subcontractual commitment.

(b) The contracts made with potential minority business enterprise subcontractors and the results thereof shall be documented and made available to the State and the FHWA when requested.

3. In those cases where negative certifications were submitted originally and later circumstances dictate subcontracting a portion of the Agreement and the affirmative action contracts covered under Paragraph (b) of this certification shall be performed.

4. No subcontracting will be approved under the Consultant demonstrates his compliance with Paragraphs 2(b) and 3 above. The Consultant shall demonstrate his compliance by submitting Form MBE-2 with each request to subcontract. The Consultant shall also submit additional documentation if requested to do so.

5. The Consultant agrees to establish and conduct a program which will enable a minority business enterprise to be considered fairly as subcontractors under this Agreement. In this connection, the Consultant shall:

(a) Designate a liaison officer who will administer the Consultant's minority business enterprise program.

(b) Ensure that known minority business enterprises will have an equitable opportunity to compete for subcontracts so as to facilitate the participation of minority business enterprises.

- (c) Maintain records showing (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment or acquisition of a source list of minority business enterprises, (2) awards to minority business enterprises on the source list, and (3) specific efforts to identify and award contracts to minority business enterprises.
- (d) Cooperate with the State in any studies and surveys of the Consultant's minority business enterprise procedures and practices that the State may from time to time conduct.
- (e) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in Subparagraph (c) above, in such form and manner and at such times as the State may prescribe.

Ronald L. Bonar & Associates, Inc.

(Company)



(by) Ronald L. Bonar

President

(Title)

Date

6-24-81

SCHEDULE OF PERSONNEL & SALARY CLASSIFICATION

MAXIMUM AND ANTICIPATED AVERAGE HOURLY RATE

<u>CLASSIFICATION</u>		<u>ANTICIPATED AVERAGE HOURLY RATE</u>	<u>MAXIMUM HOURLY RATE</u>
Principal	(P)	\$17.00	\$17.00
Professional Engineer	(PE)	12.00	14.00
Environmental Specialist	(ES)	8.00	10.00
Engineer	(E)	10.00	11.00
Engineering Technician	(ET)	7.50	9.00
Draftsman	(D)	7.00	8.00
Survey Party Chief	(PC)	9.00	9.50
Instrument Man	(IM)	5.50	7.00
Rodman- Chainman	(RC)	4.50	5.50
Clerical & Secretarial	(S)	6.25	7.00

STATE BOULEVARD F-568 PRELIMINARY AND FINAL DESIGN - ROADWAY DESIGN

RONALD L. BONAR & ASSOCIATES, INC.

ENGINEERING · SURVEYING · PLANNING

616 South Harrison Street

Fort Wayne, Indiana 46802

MANHOURS REQUIRED

CATEGORIES OF WORK

	PRINCIPAL	PROFESSIONAL ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	DRAFTSMAN	SURVEY PARTY CHIEF	INSTRUMENT MAN	ROOMMAN- CHAINMAN	CLERICAL- SECRETARIAL					
Survey and Reduce Notes	8	140		80		220	220	660	4					
Check, Plot and Ink Prelim. Plans	8	420	240	200	700	40	40	120						
Pavement Design & Typical Cross Sections	8	124	180	100	120				2					
Design & Compute Profile Grades	11	180	180	172	180									
Determine Geometrics	11	200	110	280	380									
Design Drainage	16	270	196	220	380	40	40	120						
Signal & Street Lighting Design		120	100	80	100									
Field Check	8	8	8	8		20	20	60	4					
Revise Plans	2	280	160	160	180									
Location/Design Study Report	16	164	72	24	32				36					
Hearing	8	8	8		8				2					
Prepare Final Plans	8	600	460	500	800									
Quantity Calculations & Tabulations	8	32	24	24	60									
Special Provisions & Cost Estimate	8	64	32	32	60				16					
Administrative & Conferences	80	260	100	120					16					
Total	200	2870	1870	2000	3000	320	320	960	80					

EXHIBIT B-1

RONALD L. BONAR & ASSOCIATES, INC.

ENGINEERING - SURVEYING - PLANNING

 616 South Harrison Street
 Fort Wayne, Indiana 46802

STATE BOULEVARD

EXHIBIT B-2

 PRELIMINARY & FINAL DESIGN -
 SPECIFICATIONS - ESTIMATE
 (Roadway Design)

JOB CLASSIFICATION	HOURLY RATE	NUMBER OF HOURS	PAYROLL COST
PRINCIPAL	17	200	\$3,400
PROFESSIONAL ENGINEER	12	2,870	34,440
ENGINEER	10	1,870	18,700
ENGINEERING TECHNICIAN	7.50	2,000	15,000
DRAFTSMAN	7	3,000	21,000
SURVEY PARTY CHIEF	9	320	2,880
INSTRUMENT MAN	5.50	320	1,760
RODMAN-CHAINMAN	4.50	960	4,320
CLERICAL-SECRETARIAL	6.25	80	500
TOTAL PAYROLL COST =			\$102,000

PAYROLL COST	\$102,000
PAYROLL BURDEN AND OVERHEAD .86	87,720
TOTAL LABOR COST	189,720
FIXED FEE	28,458
EXPENSES	396
TOTAL FEE =	\$218,574

STATE BOULEVARD F-568 PRELIMINARY & FINAL DESIGN - BRIDGE DESIGN (PIERSON DITCH)

RONALD L. BONAR & ASSOCIATES, INC.

ENGINEERING - SURVEYING - PLANNING

616 South Harrison Street
Fort Wayne, Indiana 46802

MANHOURS REQUIRED

CATEGORIES OF WORK	PRINCIPAL	PROFESSIONAL ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	DRAFTSMAN	SURVEY PARTY CHIEF	INSTRUMENT MAN	RODMAN-CHAINMAN	CLERICAL-SECRETARIAL					
Preliminary Grade & Geometrics	2	8	8	8		12	12	24						
Structure Boring Locations	2	4				4	4	8						
Preliminary Layout & General Plan	8	12	16	8	16									
Field Inspection		8	8			8	8	16	1					
Revise Preliminary Plans	2	8	4		4									
Finalize Preliminary Plans		16	8	8	16									
Interior Pier			8	8										
Framing Plan & Details		8	8	8	16									
Expansion Joint Details		8	4	8	8									
Floor Details		8	8	8	16									
Screeds		8	4											
Final Plans	1	16	8	8	16									
Bridge Summary		4	8		4									
Estimate of Quantities	1	4	8	8	4				1					
Special Provisions	2	8		8					1					
Miscellaneous Clerical									5					
TOTALS	18	120	100	80	100	24	24	48	8					

EXHIBIT B-3

RONALD L. BONAR & ASSOCIATES, INC.

ENGINEERING - SURVEYING - PLANNING

616 South Harrison Street

Fort Wayne, Indiana 46802

STATE BOULEVARD

EXHIBIT B-4

PRELIMINARY & FINAL DESIGN -
SPECIFICATIONS - ESTIMATE

(Bridge Design)

JOB CLASSIFICATION	HOURLY RATE	NUMBER OF HOURS	PAYROLL COST
PRINCIPAL	17	18	\$ 306
PROFESSIONAL ENGINEER	12	120	1,440
ENGINEER	10	100	1,000
ENGINEERING TECHNICIAN	7.50	80	600
DRAFTSMAN	7	100	700
SURVEY PARTY CHIEF	9	24	216
INSTRUMENT MAN	5.50	24	132
RODMAN-CHAINMAN	4.50	48	216
CLERICAL-SECRETARIAL	6.25	8	50
TOTAL PAYROLL COST =			\$4,660.00

PAYROLL COST	\$4,660.00
PAYROLL BURDEN AND OVERHEAD .86	4,007.60
TOTAL LABOR COST	8,667.60
FIXED FEE	1,299.40
EXPENSES	118.00
TOTAL FEE =	\$10,085.00

ESTIMATE OF DIRECT NON-SALARY EXPENSES

Preliminary & Final Design - Specifications - EstimateRoadway

Survey - 20 trips (to and from Project Site) @ 10 mi/
trip x .25/mile = \$50.00

Design - 15 trips (to and from Project Site) @ 10 mi/
trip x .20/mile = 30.00

6 trips (Fort Wayne to Indianapolis)
@ 250 mi/trip x .20/mile = 300.00

Soils Investigation - 8 trips (to and from project
site) @ 10 mi/trip x .20/mile = 16.00

Total \$396.00

Bridge

Survey - 4 trips (to and from Project Site) @ 10 mi/
trip x .25/mile = \$10.00

Design - 4 trips (to and from Project Site) @ 10 mi/
trip x .20/mile = 8.00

2 trips (Fort Wayne to Indianapolis)
@ 250 mi/trip x .20/mile = 100.00

Total \$118.00

SCOPE OF WORK

PROJECT: State Boulevard from Reed Road east 10,400 feet to a point 250 feet east of Lahmeyer Road (approximately 1.97 miles)

The following is a brief description of the project and a review of the services that will be provided for the project.

1. The project will extend along State Boulevard from Reed Road to a point 250 feet east of Lahmeyer Road. The approximate length is 10,400 feet or 1.97 miles.
2. The typical section proposed for State Boulevard between Reed Road and Maplecrest Road is a 50-foot, 4-lane concrete pavement; the typical section proposed between Maplecrest Road and Simcoe Court is a 66-foot, 5-lane concrete pavement, and the typical section from Simcoe Court to Lahmeyer Road is a 50-foot concrete pavement with left turn lanes at all intersections. Integral concrete curb will be constructed on each side of the street. A new bridge will be constructed over the Pierson Ditch. Storm sewers would be installed, as necessary to accommodate drainage. Grading, landscaping and seeding or sodding will be accomplished to improve drainage and prevent erosion. Sidewalks are proposed for both sides of the street. Street lighting will be installed the entire length of the project. A total of six traffic signals will be modernized to accommodate the new pavement geometrics.
3. It is anticipated that the alignment and grade will be very close to the existing pavement.
4. As set forth in the Agreement, the Engineer will provide for the surveying that is required for the project. This will include topography, cross sections, profiles, and the establishment of the existing right-of-way.
5. A soils investigation will be made as deemed necessary at the time the project is being developed.
6. It is not anticipated that any major right-of-way will be required for the project or that any people will need to be relocated because of the project. Strips of permanent right-of-way and temporary construction right-of-way are anticipated. The Agreement has been written on this basis.
7. The plans and specifications will be prepared in accordance with the guidelines and requirements as established by the Indiana State Highway Commission and the Federal Highway Administration.
8. Using current unit prices, the estimated cost as shown on the attached estimates is \$4,533,908.00. A 15% factor has been added to the above amount for contingencies and inflation, which makes the estimated construction cost approximately \$5,213,994.00.
9. The procedures and the professional services that will be provided as a part of this project are set out in Article 1 of the Agreement.

Ronald L. Bonar and Associates, Inc.
Engineering - Surveying - Planning
616 South Harrison Street
Fort Wayne, Indiana - 46802
Phone No. 424-0318

PROJECT NAME STATE BOULEVARD IMPROVEMENT (Ft. Wayne)
LOCATION from Reed Road east 8,800 feet to the East City Limits

PREPARED BY M.R.F.

SHEET No. 1 OF 2 DATE September 8, 1980

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		AMOUNT	
				DOLS.	CTS.	DOLS.	CTS.
1.	Mobilization and Demobilization	1	L.S.	75,000		75,000	
2.	Clearing right of way	1	L.S.	50,000		50,000	
3.	Tree Removal 10-inch	15	EA	250		3,750	
4.	Tree Removal 30-inch	5	EA	300		1,500	
5.	Removal of Pavement	25,000	SYS	5		125,000	
6.	Common Excavation	15,000	CYS	4		60,000	
7.	B Borrow for Structure Backfill	10,000	CYS	8		80,000	
8.	Type O Comp. Aggre. for Surface (#73)	2,65	TON	10		2,650	
9.	H.A.C. Base	1,400	TON	25		35,000	
10.	H.A.C. Binder #8 or #9	350	TON	26		9,100	
11.	H.A.C. Surface, Type 11B	175	TON	27		4,725	
12.	Bituminous Mixture for Approaches	150	TON	30		4,500	
13.	Bituminous Material for Tack Coat	15	TON	200		3,000	
14.	Plain Concrete Pavement, 9 inch	75,000	SYS	18		1,350,000	
15.	Contraction Joint, Type D-1	30,000	LFT	6		180,000	
16.	Expansion Joint with Load Transfer	550	LFT	6		3,300	
17.	Cement Conc. Pavement for Driveways	2,500	SYS	28		70,000	
18.	Concrete Sidewalk	7,000	SYS	16		112,000	
19.	Curb, Integral	20,400	LFT	6		122,400	
20.	Center Curb, Concrete, Type "D"	9,000	SYS	20		180,000	
21.	Curb Removal	900	LFT	5		4,500	
22.	Walk Removal	200	SYS	2		400	
23.	Monument, Type "D"	4	EA	200		800	
24.	Mulched Seeding, Class "U"	8,000	SYS	0	75	6,000	
25.	Water	92	MG	15		1,380	
26.	Sodding (nursery)	23,000	SYS	4		92,000	
27.	Standard Barricade, Type IV or V	15	EA	700		10,500	
28.	Construction Sign, Type A	30	EA	300		9,000	
29.	Line, Skip Yellow, 6-inch (plastic)	3,000	LFT	1	50	4,500	
30.	Line, Solid Yellow, 6-inch (plastic)	8,000	LFT	1	50	12,000	
31.	Line, Solid White, 6-inch (plastic)	7,000	LFT	1	50	10,500	
32.	Special Markings, Crosswalk	16	EA	150		2,400	
33.	Special Markings, Stop Bar	16	EA	150		2,400	
34.	Special Markings, Lane Indication Arrows	28	EA	100		2,800	
35.	Special Markings, Word "Only"	18	EA	100		1,800	
36.	Maintaining Traffic	1	LS	50,000		50,000	
37.	Field Office	18	MOS	400		7,200	
38.	Construction Engineering	1	LS	100,091		100,091	
39.	Pipe, Group "M", 12-inch	3,500	LFT	20		70,000	
40.	Pipe, Group "M", 15-inch	1,600	LFT	25		40,000	
41.	Pipe, Group "M", 18-inch	2,000	LFT	30		60,000	
42.	Pipe, Group "M", 24-inch	1,050	LFT	40		42,000	
43.	Manhole, Type "C-FWI"	22	EA	1,200		26,400	
44.	Inlet, Type "FWB-15"	40	EA	600		24,000	

ESTIMATE OF QUANTITIES

STATE BOULEVARD IMPROVEMENT (Ft. Wayne)

Ronald L. Bonar and Associates, Inc.
Engineering - Surveying - Planning
616 South Harrison Street
Fort Wayne, Indiana-46802
Phone No. 424-0318

PROJECT NAME

LOCATION

PREPARED BY M.R.F.

SHEET No. 2 OF 2

DATE 9-8-80

[illegible]

ESTIMATE OF QUANTITIES

Ronald L. Bonar and Associates, Inc.
Engineering - Surveying - Planning
616 South Harrison Street
Fort Wayne, Indiana - 46802
Phone No. 424-0318

PROJECT NAME STATE BLVD. IMPROVEMENT (ALLEN COUNTY)
From East City Limits to a point 1,600 feet
LOCATION East

PREPARED BY M.R.F.

SHEET No. 1 OF 2 DATE 9-8-80

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		AMOUNT	
				DOLS.	CTS.	DOLS.	CTS.
1.	Mobilization and Demobilization	1	L.S.	17,000	00	17,000	00
2.	Clearing right of way	1	L.S.	11,000	00	11,000	00
3.	Tree Removal 10-inch	4	EA	250	00	1,000	00
4.	Tree Removal 30-inch	2	EA	300	00	600	00
5.	Removal of Pavement	6,200	SYS	3	00	18,600	00
6.	Common Excavation	3,000	CYS	4	00	12,000	00
7.	B Borrow for Structure Backfill	4,000	CYS	8	00	32,000	00
8.	Type O Comp. Aggreg. for Surface (#73)	40	TON	10	00	400	00
9.	H.A.C. Base	400	TON	25	00	1,000	00
10.	H.A.C. Binder, #8 or #9	200	TON	26	00	5,200	00
11.	H.A.C. Surface, Type 11B	100	TON	27	00	2,700	00
12.	Bituminous Mixture for Approaches	500	TON	30	00	15,000	00
13.	Bituminous Material for Tack Coat	5	TON	200	00	1,000	00
14.	Plain Concrete Pavement, 9 inch	12,000	SYS	18	00	216,000	00
15.	Contraction Joint, Type D-1	5,400	LFT	6	00	32,400	00
16.	Expansion Joint with Load Transfer	100	LFT	6	00	600	00
17.	Cement Conc. Pavement for Driveways	600	SYS	28	00	16,800	00
18.	Concrete Sidewalk	750	SYS	16	00	12,000	00
19.	Curb, Integral	4,600	LFT	6	00	27,600	00
20.	Center Curb, Concrete, Type "D"	2,275	SYS	28	00	63,700	00
21.	Concrete for Approaches	600	SYS	25	00	15,000	00
22.	Walk Removal	50	SYS	2	00	100	00
23.	Monument, Type "D"	1	EA	200	00	200	00
24.	Mulched Seeding, Class "U"	500	SYS	0	75	375	00
25.	Water	25	MG	15	00	375	00
26.	Sodding (Nursery)	6,400	SYS	4	00	25,600	00
27.	Standard Barricade, Type IV or V	6	EA	700	00	4,200	00
28.	Construction Sign, Type A	8	EA	300	00	2,400	00
29.	Line, Skip Yellow, 6" (plastic)	475	LFT	1	50	712	50
30.	Line, Solid Yellow, 6" (plastic)	200	LFT	1	50	300	00
31.	Line, Solid White, 6" (Plastic)	600	LFT	1	50	900	00
32.	Special Markings, Crosswalk	8	EA	150	00	1,200	00
33.	Special Markings, Stop Bar	2	EA	150	00	300	00
34.	Special Markings, Lane Indication Arrows	7	EA	100	00	700	00
35.	Special Markings, Word "ONLY"	7	EA	100	00	700	00
36.	Maintaining Traffic	1	L.S.	12,500	00	12,500	00
37.	Field Office	4	MOS	400	00	1,600	00
38.	Construction Engineering	1	L.S.	23,000	00	23,000	00
39.	Pipe, Group "M", 12-inch	250	LFT	20	00	5,000	00
40.	Pipe, Group "M", 15-inch	250	LFT	25	00	6,250	00
41.	Pipe, Group "M", 18-inch	500	LFT	30	00	15,000	00
42.	Pipe, Group "M", 24-inch	1,500	LFT	40	00	60,000	00
43.	Manhole, Type "C-FWI"	5	EA	1,200	00	6,000	00
44.	Inlet, Type "FWB-15"	10	EA	600	00	6,000	00

Ronald L. Bonar and Associates, Inc.
Engineering - Surveying - Planning
616 South Harrison Street
Fort Wayne, Indiana-46802
Phone No. 424-0318

LOCATION _____

PREPARED BY M.R.F.

SHEET No. 2 OF 2 DATE 9-8-80

[illegible]

During the performance of this contract, the Engineer for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant"), and the Owner (hereinafter referred to as the "Local Public Agency"), agree as follows:

- (1) Compliance with Regulations: The Consultant will comply with the Regulations of the Department of Transportation relative to non-discrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- (2) Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination of the ground of race, color, or national origin.
- (4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority, the State Highway Commission, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Authority, the State Highway Commission, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Consultant's non-compliance with the nondiscrimination provisions of this Contract, the Local Public Agency, shall impose such Contract sanctions as they or the State Highway Commission or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - (a) withholding of payments to the Consultant under the Contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.

- (6) Incorporation of Provisions: The Consultant will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Local Public Agency, State Highway Commission or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Local Public Agency or State to enter into such litigation to protect the interests of the Local Public Agency or State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

5503

DEPARTMENT REQUESTING ORDINANCE

BOARD OF PUBLIC WORKS

Blvd.

SYNOPSIS OF ORDINANCE Engineering Agreement Project M-F 56B (2) between the Board

of Public Works and Ronald L. Bonar & Associates, Inc. for the widening and

reconstruction of State Boulevard. In the City of Fort Wayne from Reed Road (F696)

east 10,400 feet to a point 250 feet east of Lahmeyer Road including the design of a
bridge over the Pierson Ditch, the design and modernization of 6 traffic signals and
street lighting.

EFFECT OF PASSAGE The widening and reconstruction of State Boulevard.

EFFECT OF NON-PASSAGE The above described project cannot be possible

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$234,270.50 75% Federally Funded,
25% LARS Fund.

ASSIGNED TO COMMITTEE